

# **AGREEMENT**

**Between**

**CITY OF WENATCHEE**

**And**

**AFSCME, LOCAL 846**

**JANUARY 1, 2011**

**through**

**DECEMBER 31, 2013**

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**AGREEMENT BETWEEN CITY OF WENATCHEE**  
**AND**  
**LOCAL 846**

**ARTICLE 1 - PREAMBLE**

THIS AGREEMENT entered into by the City of Wenatchee, hereinafter referred to as the Employer, and the Washington State Council of County and City Employees, Local 846, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 2 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing wages, benefits and other conditions of employment for all regular status full-time and part-time employees at Public Works, Parks & Recreation, Police, Fire, Museum, Community Development, and Finance. The Public Employment Relations certify represented positions in work classifications set forth in Appendix "A".

**ARTICLE 3 - PURPOSE**

It is mutually agreed that the Employer and Local 846 shall work together individually and collectively to meet the production requirements of each department to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of City Government.

**ARTICLE 4 - UNION SECURITY**

Employees who are members of the Union during this Agreement shall maintain their membership during the term of this Agreement. Employees presently or in the future employed by the City covered by AFSCME 846 shall be enrolled at the time of hire; those who refuse to enroll will be dismissed from City employment.

Rights of non-association shall be protected as provided for in R.C.W. 41.56.122(1).

As per Union requirements, the Union shall represent probationary employees during the probationary period except that newly hired probationary employees may be discharged at any time without cause and without the right of appeal under the terms of this contract.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

Any and all rights concerned with the management and operation of the City are exclusively that of the Employer unless otherwise provided by the terms of this Agreement. The Employer has the authority to adopt rules for the operation of the City and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Employer has the right, but not limited to: assignment of work; determination of the number of personnel to be assigned duty at any time; and the performance of all other functions not otherwise expressly limited by this Agreement.

## **ARTICLE 6 - SUB-CONTRACTING OF PUBLIC WORK**

In the event the Employer determines to reduce or eliminate bargaining unit positions in any department, the Union shall be given at least thirty (30) days notice for comment with reference to those employees involved. The Union may elect to use fact-finding regarding the status of employees. Decisions of the Employer with reference thereto shall be final and binding upon such employees and the Union. The layoff provisions of Article 11 shall apply in the event of displaced employees.

## **ARTICLE 7 - DEFINITIONS**

- 7.1 "EMPLOYER" means the City of Wenatchee.
- 7.2 "UNION" means Local 846, Washington State Council of County and City Employees, AFSCME, AFL CIO.
- 7.3 "EMPLOYEE" means all reference to "employee" in this Agreement designating both sexes.
- 7.4 "TEMPORARY EMPLOYEE" means a seasonal or temporary hire of no more than six (6) months in a twelve (12) month period. There is no limit to the number of people that can be hired in seasonal or temporary

position (s), however no division will use temporary employee(s) for more than six (6) months. For example, the Street Division could use temps for three (3) months in spring cleanup and three (3) months in winter snow work, for a total of six (6) months. Divisions are defined in "Appendix B".

This may include work that is normally performed by an employee on an approved leave as described in Articles 20, 21, and 22 of this agreement. The Employer will not use temporary employees to supplant, avoid filling, or avoid creating a regular position. If a temporary position becomes regular, the job shall be posted as per the provisions of Article 12 of this agreement. The temporary appointment may be extended with agreement of the Union.

- 7.5 **"REGULAR PART-TIME EMPLOYEE"** means employees who work less than eight (8) hours a day and/or forty (40) hours a week on a regular basis. Those benefits normally paid and/or provided to regular employees by the City will be paid and/or provided to regular part-time employees on a prorated basis. For example, a regular part-time employee who works 20 hours per week will receive 50% of the employer paid benefits, and 100% mandated benefits per State and Federal law.
- 7.6 **"REGULAR EMPLOYEE"** means an employee who has successfully completed the probationary period and has had no break in service in a position established as a regular position. Regular full-time employees are scheduled for eight (8) hours a day and/or forty (40) hours a week on a regular basis.
- 7.7 **"PROBATIONARY PERIOD"** means the completion of a six (6) month trial period of employment beginning with the effective date of hire or rehire in the City service. Such probationary period may be extended beyond six (6) months if there is mutual agreement between the Union and the City that additional time is needed prior to a decision as to the regular status of the employee.
- Promotions, transfers, demotions or voluntary demotions to a position of less pay will have a thirty (30) day trial period, after which the employee will either remain in the position or return to their original position.
- 7.7a Promotions to a management position from the bargaining unit will have a trial period in accordance with Article 12.2, after which the employee will either remain in the position or return to their original position.
- 7.8 **"TRANSFER"** means the voluntary movement of an employee from a classified position to a related classification having the same pay grade when no promotion or demotion is involved except when a transfer is

employer directed as an option in lieu of layoff or termination, or temporary reassignment of duties not to exceed sixty (60) days.

- 7.9 **"PROMOTION"** means progression to a higher grade and classification of service.
- 7.10 **"DEMOTION"** means the reduction of an employee to a lower grade and classification of service.
- 7.11 **"TRAINEE"** shall be an employee who is assigned a position for which he/she is not qualified and shall be considered a trainee until such employee becomes qualified to perform the work of the position.
- 7.12 **"DEPARTMENT DIRECTOR"** means the individual responsible for one of the following departments: Public Works, Community Development, Fire, Police, Finance, Human Resources, Parks and Recreation and the Museum.
- 7.13 **"APPENDIX"** - All Appendixes to this agreement shall be considered part of this agreement.
- 7.14 **"FLEXIBLE WORKDAY"** - Alternate hours of work or schedules from the traditional work day requested by the employer or employee, that still meets the need of the Employer and provides a forty (40) hour work week.
- 7.15 **"NIGHT SHIFT"** – A work shift which begins between the hours of 5:00 p.m. and 4:59 a.m.
- 7.16 **"SPLIT SHIFT"** – A work shift which, at the request of the employer, is segregated into two (2) or more parts with more than one (1) hour between each of the parts.
- 7.17 **"SHIFT DATE"** – The date on an employee's time card for which a shift is recorded. Regardless of the date on which a shift begins, the Shift Date is determined by the date on which the shift ends. Example: a shift beginning at 10:00 p.m. on January 3<sup>rd</sup> and ending at 6:30 a.m. on January 4<sup>th</sup> will be entered on the employee's time card as a January 4<sup>th</sup> shift.

## **ARTICLE 8 - NON-DISCRIMINATION**

- 8.1 The Employer agrees not to discriminate against any employee on the basis of their activity on behalf of, or for membership in, the Union. The Union recognizes its responsibility as bargaining agent and agrees to

represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

- 8.2 Both the Employer and the Union agree that neither shall discriminate against any applicant or employee on the basis of race, religion, creed, sex, age, marital status, political affiliation, or sensory, mental or physical disabilities.

### **ARTICLE 9 - DUES CHECK OFF**

R.C.W. 41.56.110 is as follows: "Upon the written authorization of any public employee within the bargaining unit and after the certification or recognition of such bargaining representatives, the public employer shall deduct from the pay of such public employee the monthly amount as certified by the secretary of the exclusive bargaining representative and shall transmit the same to the treasurer of the exclusive bargaining representative".

### **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances or disputes, which may arise, shall be settled in the following manner:
- 10.2 **Level 1.** Within ten (10) working days from its occurrence, or the date on which the employee first became aware of it, the aggrieved employee shall discuss the complaint with the supervisor involved in the decision, with the Shop Steward present if desired. It shall be discussed verbally and if settled, no further action shall be taken. If not resolved on an informal basis, the grievance shall be reduced to writing, signed by the aggrieved and submitted to the above named supervisor. The supervisor shall investigate the grievance and provide a written answer within five (5) working days of the date of submission.
- 10.3 **Level 2.** Provided the grievance is not settled satisfactorily at Level 1, the grievance shall within five (5) working days, be submitted in writing to the appropriate Department Director, who shall submit their written answer within five (5) working days.
- 10.4 **Level 3.** If the grievance is not settled at the Department Director level, it shall be submitted by the aggrieved employee and/or the Union Business Representative within five (5) working days to the Human Resources Manager or designee who shall investigate. The Human Resources



Manager or Mayor or designee shall provide a written answer within ten (10) working days thereafter. Following the submission of the answer, and before going to Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts will be reviewed in an effort to resolve the matter through conciliation. Such meeting is to be held within fifteen (15) working days of the answer.

- 10.5 **Arbitration.** If the Union, after completing the grievance procedure outlined herein, still believes that the grievance has not been dealt with justly, the Union may request independent arbitration of the matter. Such request must be presented to the Human Resources Manager or designee by the Union within fifteen (15) working days of the conclusion of the "conciliation meeting" indicated in paragraph 10.4 above. Any grievance involving a dispute with respect to the interpretation, application, or alleged violation of this Agreement may be submitted in the following manner:

The Union and the City shall attempt to agree upon an Arbitrator. If the City and the Union are unable to agree upon an Arbitrator within five (5) working days after notice to arbitrate is given, then either party may request the Washington State Public Employment Relations Commission to provide a list of seven (7) arbitrators from which the parties may select one (1) person. The representatives of the City and Union shall alternately eliminate one name from the list until only one remains. The parties shall flip a coin to determine who will be the first to eliminate a name from the list. Each will alternately strike one of the names until only one (1) name remains, which will serve as the arbitrator.

It shall be the duty of the Arbitrator to represent the public interest in reviewing employee appeals; only after all other grievance procedures have been exhausted. During such review, both the Union and City or other person whose action is being reviewed shall have the right to be heard, be represented by a person of their choice, and to present evidentiary facts. At the hearing for such appeals or grievances, technical rules of evidence shall not apply.

In conducting the hearing, the Arbitrator has the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses. It shall be the duty of the Arbitrator, at the conclusion of the hearing, to forward the recommendation concerning the appeal to the Human Resources Manager for final action.

The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction nor shall the decision have the authority to amend,

alter or modify this Agreement, and its terms shall be limited to the interpretation and application of this Agreement.

Expenses for the Arbitrator's service and the proceedings shall be borne completely by the party who received the unfavorable decision. However, each party shall be responsible for compensating its own representative, attorneys, and witnesses in any case. The findings of the Arbitrator shall be certified in writing to the Human Resources Manager and shall be forthwith enforced. In the event of a mixed decision the Arbitrator shall determine which party shall bear the expenses of arbitration.

- 10.6 Employer Grievances will be filed with the Union Business Representative at Level 3.
- 10.7 The above time limits may be changed by mutual agreement.
- 10.8 If the employee pursues a grievance through another agency, this constitutes an election of remedies and shall not be grieved through these contract procedures.

## **ARTICLE 11- SENIORITY AND LAYOFF PROCEDURES**

- 11.1 There are three different types of seniority used throughout this agreement, they are:
  - 1. **Overall Seniority** – Used only as a consideration during hiring process for city-wide posted positions. (See Section 12/1 (b)).
  - 2. **Divisional Seniority** – used as a consideration during hiring process for positions posted within a division. (See Section 12/1(a)).
  - 3. **Classificational Seniority** – used to determine order of layoffs and rehiring. (See Section 11.5).
    - a) A seniority list, "Appendix B", shall be posted and kept current on a quarterly basis. The Employee will notify the Employer within thirty (30) days after posting the seniority list, of any error on the list.
    - b) Employees on an authorized Washington State Industrial Insurance claim for an on-the-job injury or illness shall continue to earn seniority during the term of the claim per Labor & Industry regulations.
- 11.2 All employees will be classified as regular status employees upon completion of the probation period and will receive the wages, benefits and working conditions outlined by the Agreement for employees in that classification.

- 11.3 An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of one (1) year, discharge for just cause and retirement. During a layoff period, an employee will not accrue seniority, vacation leave or sick leave. However, if an employee is recalled within one (1) year, they will not lose seniority; and their sick leave balance if not previously cashed out will be reinstated.
- 11.4 During the probationary period a new employee:
- (a) will not have seniority or other job rights;
  - (b) may be laid off or terminated at the discretion of the Employer;
  - (c) will be evaluated by the Department Director;
  - (d) will not be granted an extension of probationary period except as provided in Article 7.7
- 11.5 When and if it becomes necessary to lay off any employee or employees, the last person hired in a particular job classification shall be the first laid off, and the last person laid off shall be the first person hired. No employee has the right to bump another employee from a position. When rehiring, the employee's ability and qualifications to perform the work of said classification shall be taken into consideration. (see 11.1)
- 11.5.1 All temporary and probationary employees shall be laid off first in the order stated prior to any regular full-time or part-time employee being laid off. All regular full-time or part-time employees will be reinstated before hiring temporary or probationary employees. Per 11.3, the prohibition on hiring temps will expire either 1) one (1) year from the initial layoff(s), or 2) upon the reinstatement of laid off employee(s) in the prior twelve (12) months.
- 11.5.1a In the event of a reduction in force, the City shall notify both the affected employee(s) and the Union two (2) months in advance of the effective date.
- 11.5.1b Employees designated for layoff shall be eligible for promotion, transfer, or demotion into any open position in any other classification for which they meet the minimum qualifications. The City shall make every reasonable effort to accomplish layoffs through attrition. Prior to opening a position to the public, any laid off employee(s) shall be given first consideration.
- 11.5.1c The City will notify all laid off employee(s) of all job openings within the City for the twelve (12) month recall period by certified mail, return receipt requested, to the last address of record. It is the employee's responsibility to keep the City advised of any change of address.

11.5.1d Employees on layoff who have been offered reemployment and who fail to acknowledge availability for work within fourteen (14) work days after receipt of notice shall be removed from the reinstatement list.

11.5.1e In the event of a layoff, if temporary hires are needed, the City will make a request to AFSCME Local 846 Executive Committee with a specific proposal for the use of temporary employees. The use of a temporary shall not exceed other provisions of the agreement relating to temporary employees, unless agreed to by the Union (see Article 7.4). Prior to any use of temporary employees being used by the City the Union and City will explore alternatives that may be used to accomplish work by regular status employees. Prior to any temporary employees being hired, a written and signed agreement (Letter of Understanding) between the City and the Union must be in place. The Union will not unreasonably deny a request.

## **ARTICLE 12 - JOB POSTING**

12.1 When a vacancy occurs in a job classification covered by this Agreement, and if the City has authorized it to be refilled, the posting shall be posted by the City and filled as follows:

- a. Vacancy shall be posted for two (2) full working days in the division in which the vacancy is in giving first consideration to those employees within that division.
- b. Vacancy shall be posted for five (5) full working days City-wide. A copy of the posting shall be given to the Union President and any employee(s) on the layoff roster.
- c. Vacancies shall be filled by the Department Director after consideration has been given to the following factors:
  1. Ability to perform the essential functions of the job
  2. Qualifications
  3. Seniority within the division
  4. Seniority within the City

12.2 Any promotion or employer directed transfer shall be considered temporary for a probationary period of thirty (30) calendar days. If during the probationary period, the employer or employee should decide he/she is unsuited for the job, the employee will revert to his/her former position, classification and salary rate. The City and the Union can mutually agree

to extend the aforementioned probationary period for thirty (30) additional days.

- 12.3 In the event an employee accepts a job change due to promotion, voluntary demotion or voluntary transfer, and in spite of conscientious effort fails to meet job standards or decides he/she does not want to continue in the position within the thirty (30) day trial period, he/she will revert to his/her former position without prejudice on the part of either party. The provisions of this article do not apply to job changes involving demotions or in cases of job changes resulting from layoff situations.

### **ARTICLE 13 - HOURS OF WORK**

- 13.1 **Work Schedule/Shifts.** All employees will have a designated work schedule/shift with an established starting time and quitting time. Work schedules/shifts shall be posted on the bulletin board.
- 13.2 **Workday.** The workday shall consist of either eight (8) work hours or ten (10) work hours plus a lunch period; such work shall be consecutive except for lunch period interruption. The workday shall be divided into three (3) equal shifts for those employees engaged in continuous operations. Changes to the above schedule can be made by mutual agreement. Employees may request to work a flexible workday in accordance with 13.4.
- 13.3 **Workweek.** The workweek shall consist of five (5) consecutive workdays plus two (2) days of rest or four (4) consecutive workdays plus three (3) days of rest; an exception will be made for those employees engaged in continuous operations. However, the five (5) consecutive days of work plus two (2) days of rest will be adhered to whenever possible.
- 13.4 **Adjustment of Working Hours.** Adjustment in the normal working hours of the employees for the convenience of the Employer and the employees shall not be construed to be in conflict with this Agreement. Prior to such adjustment, discussions shall be held with the employee(s) and their representative(s). There shall be a minimum of two (2) week's notice given prior to such changes being made except for emergency conditions or unless all involved employees waive the two (2) week's notice.
- 13.5 **Temporary Shift Changes (TSC).** When necessary for maintaining the continuity of delivery of City services, the Employer may assign temporary shift changes at any time. In cases when seventy-two (72) hours advance notices is not provided the first two (2) hours of the shift will be paid at the overtime rate. This extra payment serves as an incentive for employees to alter their normal schedule. After the notice is in effect for

seventy-two (72) hours, and the incentive is paid during that time, both the incentive and the need for further notification expire. The employee will still be on a TSC, but will no longer be paid the two (2) hour TSC incentive. If a TSC is requested for an employee's convenience and not assigned by management, TSC incentive pay will not be paid.

For example: an employee is notified Monday of a shift change for the entire week. The employee would be entitled to the TSC incentive for shifts on Monday, Tuesday and Wednesday (the first seventy-two (72) hours after the notice), but not on Thursday, Friday or subsequent shifts.

- 13.6 **Rest Period.** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one half (1/2) shift whenever this is feasible.
- 13.7 **Personal Clean-Up Time.** The Department Director and/or designee shall have sole discretion over the need for, amount of, and duration of personal clean-up time, if any, to be made available to the employees in their department. Personal clean-up time may be made available to individual employees, teams, sections, divisions or other work groups, and/or the department as a whole upon the sole discretion of the Department Director and/or designee concerned. In cases where personal clean-up time is authorized by the Department Director and/or designee, the Employer will provide the facilities, which may be required for this purpose. In all matters pertaining to the provision of personal clean-up time, the applicable Department Director's and/or designee's decision shall be final and binding.

## **ARTICLE 14 OVERTIME PAY**

- 14.1 Employees covered by this Agreement shall be compensated at time and one-half (1 1/2) their regular rate of pay for:
- 14.2 All work performed outside an employee's work schedule/shift in excess of eight (8) hours in a workday or ten (10) hours in a workweek, provided the employee has worked their scheduled workweek, including authorized vacation, sick leave and compensatory time off, or work performed in excess of 40 hours in any workweek. It is understood that employees in regularly scheduled part-time positions may be expected to adjust to longer workdays, if needed, and, as determined by their supervisor. Work performed in excess of the regular schedule but less than eight (8) hours

per day, or forty (40) hours per week for regularly scheduled part-time employee, will be paid at straight time.

- 14.3 **Call Back**. This section addresses Call Back compensation to an employee who comes to work during off-duty hours to perform unforeseen or emergency duties. This provision allows the employee freedom to attend to his/her personal interests while still having the ability to respond. Compensation begins the moment an employee receives and responds to an off-duty call to work. For Public Works personnel such compensation continues until the City service vehicle is returned to the shop and the employee cleans up to return home.

An employee called back to work with less than eight (8) hours advanced notice, at times other than during the scheduled work shift shall be paid a minimum of two (2) hours pay at the time and one-half (1 ½) provisions contained in Sections 14.2 above until the employees previously notified temporary shift or regular shift begins. Time worked beyond the 2-hour minimum shall be paid at the overtime rate. Should such hours include a shift differential premium, the premium shall be included in computing the overtime rate of pay. If notice of more than eight (8) hours but less than seventy-two (72) hours is given, the provisions of Section 13.5 Temporary Shift Change shall prevail.

A Called-Back employee will be responsible for driving his/her own vehicle to the city shop to pick up a service vehicle before responding to an emergency. No mileage will be paid to employees for use of a personal vehicle.

The following charge represents the notice required and the compensation earned for each type of situation.

NOTICE GIVEN	SECTION APPLICABLE	COMPENSATION EARNED
0 hours - 8 hours	14.3 Callback Pay	OT rate until scheduled shift or previously notified temporary shift starts. OT for all hours over 8.
8 hours - 72 hours	13.5 Temporary Shift Change	OT rate for first 2 hours of shift. Applies to shifts beginning during first 72 hours after TWC notification. OT rate for all hours over 8.
Over 72 hours- Emergency	13.4 Adjustment of Working hours	Regular compensation as per contract.

The following scenario is an example of a situation which would result in a call back after a notification of temporary shift change had already been provided.

There is forecasted to be snow Sunday night, but not significant accumulations. Therefore, the Street Supervisor calls the Street Crew Sunday morning and notifies them of a Temporary Shift Change (TSC) from their regularly scheduled shift of 7:00 a.m. to 3:30 p.m. to a new shift of 11:00 p.m. on Sunday until 7:00 a.m. Monday. Sunday afternoon the snow hits and is significant enough that the Supervisor calls everyone at 4:00 p.m. and changes the start time to 7:00 p.m. Sunday and notifies them that they will be working until 7:00 a.m. Monday.

Since the Temporary Shift Change was given for 11:00 p.m., callback pay for the time between 7:00 p.m. and 11:00 p.m. shall apply. What follows is an accounting of how the time for each of the employees would be calculated using the TSC Incentive Pay in 13.5 and the callback provisions of 14.3.

#### Work from 7:00 p.m. Sunday to 7:00 a.m. Monday

4 hours (7:00 p.m. to 11:00 p.m.) Callback pay =	4 hours @ 1-1/2 time
2 hours (11:00 p.m. to 1:00 a.m.) TSC Incentive pay =	2 hours base pay + 2 hours @ ½ time
2 hours (1:00 a.m. to 3:00 a.m.)_ Base Pay =	2 hours base pay
4 hours overtime (3:00 a.m. to 7:00 a.m.) =	4 hours base pay + 4 hours @ ½ time

TOTAL compensation for Monday =

8 hours base pay + 6 hours @ ½ time + 4 hours @ 1 ½ time

- 14.4 Employees will have the option of receiving overtime payment at the rate of time and one-half (1 ½) for overtime hours worked, or they may request compensatory time off at the time and one-half (1 ½) rate in lieu of receiving overtime pay. Compensatory time off shall be granted at the request of the employee and with the approval of the Employer. Compensatory time accruals earned by employees shall not exceed forty-eight (48) hours. No time normally-should be accumulated beyond this level. The forty-eight (48) hour limitation may be waived by the department manager when extenuating operational circumstances prevail; for example, when an employee taking compensatory time provides a scheduling hardship for the department. Extreme discretion shall be used in allowing additional accruals.
- 14.5 While the employee's preference to work or not work overtime will be given due consideration, the essential nature of City services shall be considered the compelling factor. The least senior qualified employees must accept the overtime assignment after those with seniority have been given first consideration to work the overtime. Overtime work shall be



distributed as equitably as possible, in order of seniority within a job group/classification.

- 14.6 Overtime rates shall not be paid more than once for the same hours worked. (All overtime must have the authorization of the Department Director or designee if compensation therefore is to be effected.)
- 14.7 Overtime or Call Back Pay shall not prevail if it is a result of adjustment in working hours as provided for in 13.4 or 13.2.

## **ARTICLE 15 - ADMINISTRATIVE POLICY - SALARIES**

- 15.1 **Payment of Salaries.** The salaries and wages of employees covered by this Agreement shall be paid on or before the fifth (5th) and twentieth (20th) of each month. In the event that payday falls on a holiday, the paychecks shall be made available on the preceding day.
- 15.2 **Salary Schedules.** All regular, full-time, and part-time employees covered by this Agreement shall be compensated according to the salary ranges assigned to the respective classifications in Appendix "A" attached to and considered a part of this Agreement, and the regulations for salary administration contained in this article.
- 15.3 **Administration of Salaries.** The salaries for employees covered by this Agreement will be administered in accordance with the following guidelines:
- 15.4 **Salary Rate Upon Initial Employment:**
- (a) Upon initial employment, the entrance rate shall normally be the minimum rate of the range for the class of the position involved. In cases where the Employer believes the circumstances warrant entrance at a rate above the minimum rate, not to exceed Step three (3) of the salary range, this action may be authorized.
  - (b) In cases where an employee enters the service in a "trainee capacity", the hiring rate will be reduced by five percent (5%) for a maximum of a one-year period of anticipated training required to reach fully qualified performance.
- 15.5 Employees shall move through the steps of the salary schedule in accord with the terms and provisions of this contract. No employee shall receive more than a regular one step increase during the course of any 12 months of employment.

**15.6 Salary Rate Upon Promotion:**

- (a) Upon promotion to a position of a higher classification, the new salary rate shall be the minimum rate (first step) within the new classification, which will represent an increase within the new wage range for the employee. Consideration may be given by the City to promote an employee to a step in the new classification higher than the minimum step as defined in this paragraph if the qualifications of the employee warrant such a circumstance. The provisions of this paragraph do not apply in cases where employees are promoted in a "trainee" capacity. Promotions shall be subject to the thirty (30) day probationary period as outlined in Section 12.2.
- (b) In cases where an employee is promoted to a higher classification in a "trainee" capacity, his/her salary will remain unchanged (except for changes to the pay plan overall) until such time as the employee successfully completes the required training, which will not be less than six (6) months but not more than a year. The employee may opt to return to his/her original classification/ position during this period of time, and the City may return the employee to his/her original classification/position during this period of time if the training is not resulting in the employee's successfully qualifying for the new position. When the trainee's Department Director determines that the prescribed training has been successfully completed, and upon the Department Director's recommendation, the employee's salary shall be increased to the minimum rate in the new classification, which would not result in a base pay decrease to the employee. The pay will then be adjusted to the next step once the employee successfully completes a probation/evaluation period in the new position, and the employee's anniversary date for promotion to the next pay step will be the date of regular appointment to the new classification.

**15.7 Salary Rate Upon Demotion:** Upon demotion due to lack of work or layoff, or at the request of the employee, the new salary rate shall be the employee's salary rate at the time the demotion takes place or the same step in the salary range assigned to the lower classification.

**15.8 Job Classification Changes and New Positions:**

- (a) The position classifications as listed in Appendix "A" shall be maintained in such a way as to accurately reflect the nature and appropriate compensation for the work performed in the job class.

- (b) In the event of the creation of a new job classification, the City shall provide a written notice to the Union concerning the proposed rate of pay and rationales for the new position. The Union may request that the City negotiate the wage rate. Nothing shall prevent the City from hiring an employee pending the outcome of negotiations.
- (c) For the purpose of negotiations, reclassifications, and establishing rates for new positions, the parties herewith recognize that the City and the Union will consider local labor market and comparable cities' wage and benefit rates as relevant criteria for presenting proposals.
- (d) Every wage classification will have the opportunity to compare their wage with the list of comparable cities provided in 15.8(f). All comparisons shall be made at step four (4) or journey level. If the wage falls five percent (5%) or below the average comparable rate, the employee(s) may request an adjustment to be negotiated by the Union Negotiating Committee. The Union will submit such requests to the City no earlier than March 1 and no later than April 30 during each year of this contract. The City and Union will then meet to negotiate the proper adjustment to bring the position/ classification in line with the comparable average. When an employee/ classification is granted a pay increase or a classification upgrade, the corresponding salary increase shall begin on January 1 of the succeeding year.
- (e) The City and the Union shall maintain the list of cities which represent similar demographics and economic conditions. It is understood that the list of comparable cities is subject to change with contract renewals based on the latest available data for sorting factors, for example, population, assessed valuation and revenue. Human Resources will prepare updates and submit them to AFSCME representatives during contract negotiations. Not all job position's salaries can be determined by the A.W.C. salary survey and in such a case other sources may be consulted.
- (f) The cities mutually agreed to by the City and the Union are as follows:
  - 1. Anacortes
  - 2. Bremerton
  - 3. Longview
  - 4. Marysville
  - 5. Moses Lake
  - 6. Mt. Vernon
  - 7. Oak Harbor
  - 8. Pasco
  - 9. Port Angeles
  - 10. Pullman
  - 11. Walla Walla

**15.9 Wages**

The cost of living adjustment (COLA) for the first year of this contract (2011) shall be 0%. Due to the volatility of the Employer's revenues and the previously used consumer price index, both parties agree to re-open the contract negotiations to address COLA issues for years two and three of the agreement. This re-opener bargaining will commence no later than May 1 of years one and two of the agreement for the succeeding year.

In recognition of the Union's agreement to change medical benefit plans from "AWC Plan B" to the "AWC HealthFirst" medical plan effective July 1, 2010, the City agrees to a .6% pay increase effective January 1 of each year of this agreement. This provision is in recognition of the Union's willingness to move to the new plan 18 months earlier than required. This provision is not intended to set precedence for the disposition of future benefit cost savings.

**15.10 Deferred Compensation**

The Employer shall provide a maximum two- percent (2%) deferred compensation match on base pay plus longevity.

**15.11 Wastewater Treatment Operators time scale to acquire the required certification level:**

<u>FROM</u>	<u>TO</u>	<u>TIME FRAME</u>
No certification	OIT	9 months
OIT	Group I	12 months
Group I	Group II	24 months

Employees who fail to meet the above certification requirements and timelines may be terminated.

**ARTICLE 16 - SPECIAL COMPENSATION PROVISIONS**

- 16.1 Salary When Assigned as "Leadworker".** When employee(s) are assigned to the designation of "Leadworker", they shall receive ten percent (10%) additional compensation over their base rate of pay. When employees cease to function as "Leadworker", their pay shall immediately revert back to their normal base rate. A window period for employees to submit a letter of interest for Leadworker will occur by October 31<sup>st</sup> of each year. The supervisor will review by December 31<sup>st</sup>. Assignment of any employee to "Leadworker" shall be in writing and shall receive prior approval by the Department Director to ensure the "Leadworker" criteria

have been met. Leadworker compensation shall be for a minimum of one-day service. When serving as a Leadworker out of classification pay does not apply.

- 16.2 **Salary When Working Out of Classification.** Employee(s) assigned to fill a vacancy in a higher level classification for a period of two (2) days or more within one work week, or a period of five (5) days or more within any calendar month, will receive up to a five percent (5%) increase for such hours worked. This five percent (5%) increase will be retroactively paid to the first day of such assigned work and continue until the assigned work at the higher classification ceases.

- 16.3 **Longevity Pay.** Employees shall receive longevity pay based on the continuous length of service from the last date of hire. Longevity pay shall be in addition to the employee's base rate of pay as follows:

After 5 or more years of service, 1% per month  
After 10 or more years of service, 2% per month  
After 15 or more years of service, 3% per month  
After 20 or more years of service, 4% per month  
After 25 or more years of service, 5% per month

Longevity pay shall begin on the employee's anniversary date, pro-rated for the month, and paid on the 5<sup>th</sup> of the following month. For example, an employee whose anniversary is September 18 would be paid 18/30ths of the longevity increase.

- 16.4 **Tool Reimbursement** Mechanics are required to provide their own tools. Consistent with IRS regulations, a tool reimbursement will be made providing receipts are provided to a maximum of \$400 per year. Any accumulation of \$200 - \$400 will be reimbursed when submitted, but only two (2) checks per year will be issued. The final date for submittal of receipts is December 20 of each year.

Should an employee eligible for tool reimbursement leave City employment or transfer to another position, they agree to prorated reimbursement to the City through payroll deduction. For example, an employee who receives the \$400 allowance in January then leaves in June will reimburse the City \$200.

Such tool reimbursement shall be for the purpose of replacing broken, worn out or stolen tools, or to purchase additional tools.

- 16.5 **Special licences, certificates, etc.** The Employer shall pay the applicable fees for renewing special licenses, certificates, etc. if such is required to be maintained as a condition of employment with the City.

## **ARTICLE 17 - SHIFT DIFFERENTIAL**

The Employer agrees to pay a shift differential premium of \$.40 per hour for work performed on split or night shifts.

## **ARTICLE 18 - HOLIDAYS**

- 18.1 **Holidays.** The following shall be recognized as paid holidays for regular, full and part time employees covered by this Agreement.

New Year's Day (January 1)  
Martin Luther King Day (Third Monday of January)  
Presidents' Day (Third Monday of February)  
Memorial Day (Last Monday of May)  
Fourth of July  
Labor Day (First Monday in September)  
Veterans' Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Day after Thanksgiving  
Christmas Day (December 25th)  
One Floating Holiday mutually agreed to in advance by Employer and Employee

- 18.2 Holidays are intended for use on the assigned date for a particular year and do not carry forward if unused. Likewise, the Floating Holiday may only be used in the year it is earned. It does not carry forward and has no cash-out value. Floating holidays must be used in no less than two (2) hour increments.

For newly hired employees their initial floating holiday will be pro-rated by quarter based on hire date. The proration is as follows: Eight (8) hours if hired January through March, six (6) hours April through June, four (4) hours July through September, and two (2) hours October through December.

- 18.3 To be eligible for holiday pay, the employee must work their scheduled workday before and after the paid holiday, unless he/she is on an excused absence.
- 18.4 **Holiday Pay.** Eligible employees shall receive one day's pay at their regular hourly rate for each of the holidays listed above on which they perform no work.

- 18.5 When any of the above-named holidays occur on a normal business day (Monday through Friday), eligible employees, with the exception of continuous operation and essential personnel, will be granted time off duty.
- 18.6 **Weekend Holidays.** When any day observed as a holiday by the Employer falls on a Sunday, the following Monday will be observed as a regular holiday. When any of the above-recognized holidays fall on a Saturday, the holiday will be observed on the proceeding Friday.
- 18.7 The above policy is applicable for employees on a five (5) day, Monday-through-Friday, schedule.
- 18.8 For employees on a schedule other than a Monday-through-Friday workweek, the following will apply:
- (a) When a holiday observed by the Employer falls on an employee's first day of rest, the preceding day shall be recognized as his/her holiday.
  - (b) When a holiday observed by the Employer falls on an employee's second day of rest, the following day shall be recognized as his/her holiday.
  - (c) If the employee is required to work on his/her holiday as outlined in 18.6, 18.7 and 18.8(a) and (b) above, due to essential operations, he/she will be compensated for that day as outlined in the following Section 18.9.
- 18.9 All regular employees covered by this Agreement shall be compensated at one and one-half (1 ½) times their regular hourly rate for all hours worked on the holiday in addition to their holiday pay at their regular hourly rate.
- 18.10 Employees under this Agreement employed by the Police Department shall receive one and one-half (1 ½) their regular hourly rate for each hour worked on the holiday (excluding floating holiday) in addition to another day off that is mutually agreed to.
- 18.11 Part-time employees shall be paid for hours worked on the holiday on a prorated basis.

## **ARTICLE 19 - VACATIONS**

19.1 Annual leave shall accrue for regular full-time employees under the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual (Hours)</u>	<u>Days</u>
1 - 4 years	10 hours	15
5 - 9 years	12 hours	18
10- 14 years	14 hours	21
15 - 19 years	15 hours	22.5
20 plus years	17 hours	25.5

19.2 Annual leave with pay computed at the same rate according to the time actually worked shall also be allowed to eligible regular part-time employees.

19.3 Annual leave is initially earned by an employee of the City at the rate of ten (10) hours for each month of completed service. Annual leave is not available to the employee until he/she has completed six (6) consecutive months of employment. Annual leave shall be computed on a monthly basis provided that, when the rate of accrual of annual leave is to increase, such increase will occur in the month following the date in which that employee completes the required time in service which qualifies the employee for the increased annual leave. A rehired employee shall be considered a new employee and must also have six (6) months of continuous employment before being entitled to take annual leave.

19.4 Any portion or the entire annual leave earned prior to but not including the current calendar month is available for use by the employee.

19.5 Annual leave may be accumulated to a total above fifty (50) working days during the calendar year. However, at the end of any calendar year, any annual leave balance above fifty (50) working days shall lapse; that is, an employee at the beginning of any calendar year shall have no more than fifty (50) working days, or four (400) hundred hours, of annual leave due.

In the event an employee utilizes forty (40) hours of vacation accrual, and upon written request to and approval by the Department Director and Mayor, an employee who cannot use their accrued vacation because of work demands may convert vacation to pay in an amount of at least eight (8) hours and no more than forty (40) hours in any calendar year. For purposes of determining forty (40) consecutive hours regularly scheduled days off, holidays, and sick leave will not be considered as interruptions and will not count as part of the forty (40) hour vacation block.



- 19.6 All accumulated annual leave is allowed when an employee of more than six (6) months' employment leaves the City employment for any reason. In case of death, all accumulated annual leave is paid to the estate of the employee. All payments as terminal leave or the unused annual leave are based on the employee's salary at the time of separation or death; provided, however, that upon such termination of employment, including death, annual leave shall not exceed payment for thirty (30) days, or two hundred forty (240) hours.
- 19.7 All regular employees covered by this Agreement are expected to utilize a minimum of ten (10) working days vacation each year.
- (1) Employees may use vacation time in increments as small as one quarter (.25) hour. Each department shall develop a method for determining vacations, which shall provide for flexibility to the employee and avoid scheduling problems for the Employer.
  - (2) In the event that scheduling problems preclude two or more employees from taking vacation at the same time, the senior employee will receive preference, provided that if the junior employee has a scheduled vacation approved, a senior employee cannot displace that vacation within the last month prior to the start of the vacation. (Note: this section may be waived by the departmental policy described in (1) above upon mutual consent of the Employer and the Union).
  - (3) Vacation of one (1) working day must be requested at least one (1) working day in advance. Vacation of two (2) working days must be requested at least two (2) working days in advance, etc. Emergency leave may be requested by the employee as needed.
  - (4) Approval of vacation leave may not be unreasonably withheld. Examples of conditions where vacation may be appropriately denied include reasonable work-force requirements or insufficient notice. The employer will acknowledge the employee's request within four (4) hours of receiving the request. The employer is required to give an approval or denial in a timely manner.
- 19.8 **Holiday During Vacation Leave.** Should an employee be on authorized vacation when a holiday occurs, such holiday shall not be charged against vacation leave.

## **ARTICLE 20 - SICK LEAVE**

- 20.1 Regular employees covered by this Agreement will accumulate sick leave at the rate of eight (8) hours for one (1) full month's service. Sick leave accumulated in one (1) year may be carried over to succeeding years. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at their prescribed rate.
- 20.2 Sick leave shall be granted for the following reasons:
- (a) Personal illness or physical incapacity of the employee resulting from causes beyond the employee's control.
  - (b) Enforced quarantine of the employee in accordance with community health regulations.
  - (c) Doctor or dental appointments.
  - (d) Serious illness, injury or death in the employee's immediate family requiring the attendance of the employee (funerals are included). Leave for such reason shall be limited to five (5) days in any one instance. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of close relationship of wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee, but not aunt, uncle, cousin, niece or nephew unless living in the employee's household.
- 20.3 When an employee goes on sick leave, they must notify their supervisor immediately. Failure to do so may result in denial of sick leave pay. To receive sick leave pay in excess of three (3) working days, the Employer may require a statement by a physician certifying that the employee's conditions prevented them from performing the duties of their position. In addition, a physician's statement may be required for sick leave taken under three (3) days.
- 20.4 Absence for a part of a day for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave on an hourly basis. Holidays and other regular days off shall not be charged against sick leave.
- 20.5 Employees, after five (5) years of continuous service, shall be compensated in the form of cash for twenty-five percent (25%) of all accumulated unused sick leave up to a maximum of one hundred twenty (120) days accrual (thirty days pay equivalent) when they are separated from employment as a result of voluntary resignation, discharge (except

discharge for cause), retirement or death. In the event of death, payment is made to the employee's estate.

## **ARTICLE 21 - ADJUSTMENT FOR WORKMEN'S COMPENSATION**

- 21.1 For a period of absence from work due to injury or occupational disease resulting from employment, the employee shall file an application for Workmen's Compensation in accordance with State Law. To ensure prompt enrollment for benefits, employees must report work related illness or injury 1) to their immediate supervisor, and 2) to the health care provider and request the official Workman's Compensation form at the time of treatment. The City's preference is for employees to see treatment at the Wenatchee Valley Clinic Occupational Health Department.
- 21.2 If the employee has accumulated sick or annual leave credit, the Employer shall pay the difference between time loss compensation and full regular salary unless the employee elects not to utilize sick leave. Deductions will be made from sick leave first and then annual leave.
- 21.3 Should an employee receive Workers' Compensation for time loss and use their leave bank they must sign their L&I time loss check over to the City and turn it into payroll. Payroll will then credit their leave bank for the time the employee bought back with the L&I check. The buy back is calculated by dividing the L&I time loss check by the employee's hourly rate and rounding to the nearest hour.
- If the employee took leave for the same period they were paid time loss and does not turn the time loss check into payroll the employee's pay will be reduced by the amount of the L&I time loss check.
- 21.4 Until eligibility for Workers' Compensation is determined by the Department of Labor and Industries, the Employer may pay full sick leave. The employee shall return any subsequent overpayment to the Employer (through the payroll division) and such sick leave shall be credited to the employee in the amount covered by the overpayment.
- 21.5 Should any employee apply for Industrial Insurance time loss compensation and in the event that this claim is denied, sick leave and annual leave may be used for such absence.
- 21.6 Nothing herein pertains to permanent disability award.
- 21.7 In an effort to reduce L&I claim costs and to assist employees to return to work, the City may exercise the right to offer light duty work. Consideration will be made on a case-by-case basis, after analysis of the specific

situation and identification of meaningful light-duty assignments. The analysis will include consultation with the healthcare provider, L&I personnel, the employee and the approval of management.

21.8 Accommodations of Light Duty provisions for Police Guild members:

For non-emergency business when a commissioned officer is available through light-duty needs or otherwise, an officer may serve as an extra assistant. Duties might include receipt of non-emergency phone calls, or transfer of such calls. In addition an officer could handle walk-in visits from which the officer could carry out commissioned duties, such as report writing, appropriate customer follow-up, or general duties of a police officer.

This staffing assistance is intended to have a positive effect on records personnel as they pursue training requirements/opportunities, staff meetings, handle emergency situations, or enjoy a less hectic shift. The presence of a commissioned officer would never replace records personnel or take overtime or ability to work overtime from records personnel.

## **ARTICLE 22 - OTHER LEAVES**

22.1 **Leave of Absence.** A leave of absence without pay may be granted at the discretion of the City.

22.2 **Military Service.** Any employee who is a member of a reserve force of the United States, or of this State, and who is ordered by the appropriate authorities to attend a training program, or perform other duties under the supervision of the United States, or this State, shall be granted a leave of absence during the period of such activity. The same shall apply to employees who serve the United States as a result of the Selective Service Act.

22.3 **Jury Duty.** Employees shall be encouraged to serve on jury duty at times when they are called. Employees so called for jury duty shall suffer no loss of pay. Employees called during the day shall report immediately by phone to their supervisor for instructions as to whether to report for work during the remainder of the workday. Employees shall maintain their regular pay during such leave with no charges to their vacation bank. The employee is entitled to keep reimbursement for mileage expenses paid by the court and any other payments for jury duty.

- 22.4 **Educational Leave.** Educational leave shall be administered in accordance with personnel policies and regulations established by the Employer.
- 22.5 Leave for **Pregnancy Disability and Family Medical Leave** shall be granted in accordance with State and Federal laws, and per City of Wenatchee Family Medical Leave Policy. FMLA is available for up to twelve (12) weeks during a twelve (12) month period. For purposes of calculating leave availability; the twelve (12) month period is calendar year January 1 to December 31.

### **ARTICLE 23 - GENERAL PROVISIONS**

- 23.1 **Union Business.** The Employer agrees that, during the life of this Agreement, accredited representatives of Washington State Council of County and City Employees, whether local or international representatives, shall have reasonable access to the premises of the Employer at any time during working hours with prior approval of Management, for the purpose of administering the Agreement, negotiation of new contractual items, or investigating problems when such investigations may forestall grievances or disputes. Other matters of mutual concern shall be brought to the labor-management meetings for the purpose of discussing an acceptable method to solve each problem. For all items in this section union employees will give a three (3) day notice to their immediate supervisor for approval for scheduled absence.
- 23.2 **Union Business Bulletin Board and E-mail.** The Employer agrees to furnish and maintain suitable bulletin boards to be used by the Union. The bulletin boards shall be maintained in each department. Material deemed to be offensive to the Employer or the morale of the employees shall not be permitted. The employer agrees to allow the Union to use departmental e-mail for the main purpose to post union information. It is specifically understood that no notice of a discriminatory or political nature, nor notice that would be offensive to a reasonable person shall be posted.
- 23.3 **Union Business Leave.** Local Union negotiating committee members shall be afforded the necessary amount of time, without loss of pay, to conduct contract negotiations, grievance hearings and/or labor-management meetings during working hours, provided that such time does not interfere with City operations (see 23.1 regarding notification to the immediate supervisor).
- 23.4 **Union Stewards.** The names of employees selected as stewards and the name of other Union representatives who may represent employees

shall be certified in writing to the Employer by the Union within one (1) calendar week following any change in the aforementioned assignments.

- 23.5 **New and Terminated Employees.** A designated Union officer may inquire and may be given the names of all new eligible bargaining unit employees who are hired or terminated during the month.
- 23.6 **Labor Management Meetings.** It is mutually agreed that the Negotiating Committees for the Local 846 and the City shall conduct regular labor/management meetings for the purpose of resolving problems that may arise. Safety items shall be included as eligible topics for discussion in labor/management meetings. Meetings shall be conducted quarterly, but they may be scheduled more often by mutual agreement (see 23.1 regarding scheduling).
- 23.7 **Printing of the Labor Agreement.** The Employer and Local 846 mutually agree to share the cost equally of producing the required number of contract copies.
- 23.8 **Uniforms and Protective Clothing.** The Employer agrees to supply the necessary safety equipment as required by Washington State Labor and Industries safety regulations and as administered by the City Safety Committee.
- 23.8a The Employer will provide and the employee shall take all necessary training for the proper use and maintenance of such special equipment as determined by the Employer or required by law.
- 23.9 **On-Call Incentive.** Any employee who is required to carry an electronic device (beeper/radio/pager) which may result in a need to respond to the workplace outside of normal working hours will be granted eight (8) hours of leave, or ten (10) hours of straight time pay for every seven (7) days on which the device is required to be carried. In addition, any employee required to carry such a device on a holiday will be granted four (4) additional hours of leave or five (5) hours of straight time pay in addition to his/her normal incentive for carrying the electronic device. Such leave days will be scheduled by the Employer and the employee such that normal operations of the department are not disrupted.

This incentive is not intended to reflect compensable work, but rather to cover the inconvenience of carrying a beeper/radio/pager.

In the event an employee cannot carry the electronic device for seven (7) days consecutively that employee shall be paid one point one four (1.14) hours of leave or one point four three (1.43) hours of straight time pay at

his/her scale for each day carried. It is the responsibility of the employee to notify the supervisor if they are not able to be on-call.

- 23.10 **Tuition Reimbursement.** The City will reimburse employees for the tuition cost of accredited courses that directly apply to the employee's job. The City and/or employee may recommend a course in which the employee may enroll. Reimbursement will depend on prior approval from the Department Director. Payment shall occur when the employee provides a transcript, certificate or some other document showing that they have successfully completed the course and received a passing grade of C or better.
- 23.11 Upon inquiry, City employees shall be provided with information on training, education, and experience necessary to place them in an advantageous position for promotion or transfer to another City job position.
- 23.12 **Progressive Discipline.** The City may discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against that person concerning his/her work or conduct. No such prior warning notice shall be necessary for actions that include but may not be limited to dishonesty, drinking, the use of illegal drugs related to his/her employment, proven recklessness, or carrying of unauthorized firearms, or willful damage to City property or equipment.

Any employee may request an investigation of his discharge or suspension or any warning notice, and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the City in writing within ten (10) working days after the discharge, suspension or warning notice; if not presented within such period; the right of protest shall be waived. A copy of such protest shall be given to the City and be referred immediately to the Grievance Procedure article of this Agreement. The City shall give to a discharged employee a written notice of termination stating reasons for termination and at the same time send a copy to the local union involved.

Although the steps of progressive discipline (as outlined below) shall generally be followed, exceptions and deviations may occur when circumstances warrant progressive steps to be skipped. Disciplinary actions or measures may include the following:

- |                      |               |
|----------------------|---------------|
| a. oral reprimand    | c. suspension |
| b. written reprimand | d. discharge  |

Any disciplinary action or measure taken against a regular employee may be processed as a grievance through the regular grievance procedure.

The City shall not impose disciplinary action upon any employee without just cause. The employee and the Union shall be notified in writing that an employee has been disciplined. Employees shall have the right to request that any irrelevant, corrected, or insignificant items in their personnel files be reviewed by the City for removal.

## **ARTICLE 24 - HEALTH AND WELFARE**

- 24.1 **Group Insurance - Health and Welfare.** The Employer shall maintain a group Medical/Dental/Vision and group life insurance program and shall pay the full premium for the employee's coverage.
- 24.2 Eligible employees covered by this Agreement may obtain coverage for their eligible dependents under the City's Group Medical/Dental/Vision Insurance Program. The Employer shall pay 75% of the cost for dependent premiums. Premiums are subject to change. The City will notify the Union President and Staff Representative of any premium changes as soon as the City is made aware.
- 24.3 Should a change in the carrier currently providing group insurance coverage become necessary or desirable during the life of this Agreement, the City agrees that it will evaluate alternative carriers and/or insurance packages in determining what group insurance coverage will be provided, and will make a good-faith effort to provide the bargaining unit as a whole with benefits that are substantially similar to those currently in effect.
- Effective July 1, 2010, the employees of Local 846 will switch from the "AWC Plan B" to the "AWC HealthFirst" medical insurance plan.
- 24.4 The Employer agrees to representation and participation by a designated Union representative to review medical insurance policies, proposed changes regarding coverage, etc., and shall notify such representatives of meetings held by the City Council for such purpose.
- 24.5 The Employer will provide opportunity for up to three (3) Union representatives to participate on the City's Employee Benefits Committee for the purpose of participating in the recommendations about employee benefits made by the Committee to the City Council. All records of cost to and administration of the program will be made available to the Union upon request, provided that no information relating to the personal medical history of any employee and/or employee dependent shall be made available except as provided for by law.



## **ARTICLE 25 - SUPPLEMENTAL AGREEMENT**

This Agreement may be amended or modified, provided that such amendments or modifications are mutually agreed upon by both the Employer and the Union. Supplemental agreements thus completed shall become a part of the larger Agreement and subject to all its provisions.

## **ARTICLE 26 - SAVINGS CLAUSE**

In the event that any provisions of this Agreement shall at any time be made invalid by applicable legislation, or be declared invalid by any Court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

## **ARTICLE 27 - ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties, terminating all prior agreements, arrangements and practices, and concluding all negotiations during the term of this Agreement, except as provided in Article 25, Supplemental Agreement.

## **ARTICLE 28 - STRIKES AND LOCKOUTS**

- 28.1 **Lockouts**. No lockouts of employees shall be instituted by the Employer during the term of this Agreement.
- 28.2 **Strikes**. No employee shall strike or refuse to perform his/her assigned duties to the best of their ability. The Union agrees that it will not cause or condone any strikes, slowdowns or other interference with the normal operation of the City during the terms of this Agreement.

**ARTICLE 29 - DURATION OF AGREEMENT**

This Agreement shall become effective on the first day of January 2011 and continue in full force and effect through the 31st day of December 2013.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of May, 2010.

FOR THE UNION:

\_\_\_\_\_  
Dave Erickson,  
President, Local 846

\_\_\_\_\_  
Don Boxford,  
Staff Representative, Local 846

\_\_\_\_\_  
Debbie Fisch,  
Secretary, Local 846

FOR THE CITY:

\_\_\_\_\_  
Dennis Johnson,  
Mayor

\_\_\_\_\_  
Dan Frazier  
Public Works Director – Operations

\_\_\_\_\_  
Judy Smith  
Human Resources Manager

**CITY OF WENATCHEE  
PUBLIC WORKS (AFSCME)  
APPENDIX "A" 2011 PAY PLAN  
0% COLA effective 1/1/11**

**.6% wage increase for moving health insurance plan 7/1/10, increase effective 1/1/11**

	<b>STEP 1</b>	<b>2 YEAR STEP 2 105%</b>	<b>3 YEAR STEP 3 105%</b>	<b>4 YEAR STEP 4 105%</b>
Associate Engineer	4,612.61	4,843.24	5,085.39	5,339.67
Engineer Technician	4,383.97	4,603.16	4,833.32	5,074.99
Regional Water Operator	4,160.23	4,368.24	4,586.65	4,815.99
Maintenance Worker/WWTP	4,160.23	4,368.24	4,586.65	4,815.99
Museum Curator	4,107.54	4,312.91	4,528.56	4,754.99
Traffic Light Technician	4,107.54	4,312.91	4,528.56	4,754.99
Museum Projects Coordinator	4,099.71	4,304.70	4,519.93	4,745.93
Quality Control Technician	4,093.61	4,298.29	4,513.20	4,738.86
Environmental Technician	4,093.61	4,298.29	4,513.20	4,738.86
Plan Review Specialist	4,086.45	4,290.78	4,505.32	4,730.59
WWTP Operator	4,049.91	4,252.41	4,465.03	4,688.29
WWTP Operator/Collections	4,049.91	4,252.41	4,465.03	4,688.29
Regional Operator/Utility Worker/Water	4,049.91	4,252.41	4,465.03	4,688.29
Lab Technician	4,017.86	4,218.76	4,429.69	4,651.18
Facility Maintenance Technician-HVAC Specialist	4,017.86	4,218.76	4,429.69	4,651.18
Mechanic	3,942.74	4,139.87	4,346.87	4,564.20
Facility Maintenance Technician-Generalist	3,806.24	3,996.54	4,196.38	4,406.19
Exhibits Coordinator	3,743.56	3,930.74	4,127.27	4,333.64
Recreation Coordinator	3,743.56	3,930.74	4,127.27	4,333.64

Utility Worker/Water	3,702.27	3,887.38	4,081.76	4,285.84
Utility Worker/Streets	3,702.27	3,887.38	4,081.76	4,285.84
Utility Worker/Street-Storm	3,702.27	3,887.38	4,081.76	4,285.84
Utility Worker/Water-Storm	3,702.27	3,887.38	4,081.76	4,285.84
Water Service Specialist	3,702.27	3,887.38	4,081.76	4,285.84
Utility Worker/Parks	3,625.97	3,807.26	3,997.64	4,197.52
Cemetery Groundskeeper	3,625.97	3,807.26	3,997.64	4,197.52
Museum P.R. Coordinator	3,625.97	3,807.26	3,997.64	4,197.52
Trustie Coordinator	3,625.97	3,807.26	3,997.64	4,197.52
Permit Specialist	3,566.73	3,745.07	3,932.32	4,128.94
Accounting Technician	3,526.26	3,702.57	3,887.70	4,082.09
Fleet & Facilities Specialist	3,526.26	3,702.57	3,887.70	4,082.09
Police Records Specialist	3,351.03	3,518.58	3,694.51	3,879.22
Museum Secretary	3,195.15	3,354.90	3,522.65	3,698.78
Fire & Rescue Secretary	3,195.15	3,354.90	3,522.65	3,698.78
Parks & Recreation Secretary	3,195.15	3,354.90	3,522.65	3,698.78
Utility Billing Specialist	3,195.15	3,354.90	3,522.65	3,698.78
Traffic Bureau Clerk	3,165.21	3,323.47	3,489.64	3,664.11
Police Records Specialist II	3,061.13	3,214.18	3,374.89	3,543.63
Public Works Receptionist	2,986.02	3,135.33	3,292.09	3,456.69
Parking Control Officer	2,986.02	3,135.33	3,292.09	3,456.69
Customer Service Representative	2,750.71	2,888.25	3,032.66	3,184.30

**City of Wenatchee  
AFSCME SENIORITY LIST  
Appendix "B"**

last updated  
7/1/2010

EMPLOYEE	OFFICIAL HIRE DATE	CURRENT DIVISION	CURRENT CLASSIFICATION	DATE OF HIRE WITHIN CLASSIFICATION
Reyes, Maria	8/3/1998	Community Dev.	Permit Specialist	1/1/2005
Hanson, Chris	5/23/2005	Community Dev.	Plans Review Specialist	5/23/2005
Wilson, Margie	12/15/1997	Engineering	Associate Engineer	12/15/1997
Faulkner, Gary	5/12/1993	Engineering	Associate Engineer	4/1/1999
Ron Hall	6/2/2010	Engineering	Engineer Technician	6/2/2010
Michael, Julie	9/28/1993	Environmental	Quality Control Technician	1/12/2009
VanderVeer, Brad	2/2/1999	Environmental	Environmental Technician	4/1/2005
Salter, Paula	4/4/2005	Environmental	Environmental Technician	4/4/2005
Lopez, Ramiro	6/23/1997	Facilities	Facility Maintenance Technician-HVAC	6/23/1997
Walsh, Jeff	1/2/2001	Facilities	Facility Maintenance Technician-HVAC/General	1/2/2001
Merz, Mike	9/2/1986	Facilities	Facility Maintenance Technician-General	5/15/2005
Knutson, Robb	8/28/2006	Facilities	Facility Maintenance Technician-General	8/28/2006
Fisch, Debbie	10/21/1991	Finance	Accounting Technician	10/21/1991
Holman, Maria	6/4/2001	Finance	Accounting Technician	2/1/2005
Carter, Nichole	4/1/2006	Finance	Accounting Technician	4/1/2006
Rayson, Jennifer	5/14/2007	Finance	Utility Accounting Technician (Leadworker)	4/1/2010
Goodman, Teresa	4/8/1996	Finance	Utility Billing Specialist	4/8/1996
Yount, Nancy	12/1/2004	Finance	Utility Billing Specialist (Part-time 80%)	12/1/2004
Reyes, Teresa	3/3/2005	Finance	Utility Billing Specialist	3/3/2005
Bernal, Lupe	5/21/2007	Finance	Utility Billing Specialist	5/21/2007
Garcia, Yolanda	5/13/1992	Fire	Fire & Rescue Secretary	5/13/1992
Clardy, Alisa	3/20/1996	Fleets/Facilities	Fleet & Facilities Specialist (Part-time)	3/20/1996
Patrick, Kevin	12/5/2005	Fleets	Mechanic	12/5/2005
Munson, Jason	3/10/2008	Fleets	Mechanic	3/10/2008
Kirk, Lynn	5/17/2010	Fleets	Mechanic	5/17/2010
Behler, Mark	6/22/1977	Museum	Museum Coordinator	6/22/1977
Rader, Chris	5/1/2007	Museum	Public Relations Coordinator	5/1/2007
Rietveldt, William	6/13/2007	Museum	Exhibits Coordinator	6/13/2007
Sweeney, Pauline	10/2/1995	Museum	Museum Secretary	10/2/1995

Pulver, Jeff	10/1/1980	Parks	Cemetery Groundskeeper	10/1/1980
Lewis, Tom	12/11/1989	Parks	Cemetery Groundskeeper	12/11/1989
Wilkinson, Scott	6/1/1989	Parks	Utility Worker/Parks	6/1/1989
Garcia, Axel	5/15/2000	Parks	Utility Worker/Parks	5/15/2000
Marks, Ron	9/15/1988	Parks	Utility Worker/Parks	2/7/2006
Brim, Lorinda	11/13/2000	Parks	Utility Worker/Parks	11/27/2006
Patrick, Dan	7/6/1998	Parks	Utility Worker/Parks	9/10/2007
Mattozzi, Dan	8/1/2005	Parks	Trustie Coordinator	4/24/2006
<b>Vacant</b>		Parks & Recreation	Secretary	
Fitzgerald, Sarah	3/28/2005	Recreation	Recreation Coordinator (Part-time)	3/28/2005
Kalt, Jody	7/1/2010	Police	Parking Control Officer	7/1/2010
Patterson, Tammy	9/10/1984	Police	Records Specialist (Leadworker)	9/10/1984
Schrack, Terri	5/16/1986	Police	Records Specialist	5/16/1986
Mead, Stacey	9/1/1994	Police	Records Specialist	9/1/1994
Erwert, Tina	12/1/1994	Police	Records Specialist	12/1/1994
Dunbar, Doris	6/1/1987	Police	Records Specialist	4/1/2002
Collette, Shellie	4/1/1997	Police	Records Specialist	9/3/2002
Littler, Michelle	7/8/2002	Police	Records Specialist	7/1/2004
Bates, Candy	4/3/1989	Police	Records Specialist II	7/1/2004
Rasberry, Cheryl	5/10/2007	Public Works/Eng.	Receptionist	5/10/2007
Cockrum, Mike	7/1/1983	Regional Water	Regional Water Operator	8/1/1997
Scherting, Tony	5/9/1988	Regional/Water	Regional Operator/Utility Worker	10/17/2005
Johnson, Larry	10/14/1987	Streets	Utility Worker	10/14/1987
Mitchell, Terry	4/1/1992	Streets	Utility Worker	4/1/1995
Owens, Troy	12/4/2000	Streets	Utility Worker	12/4/2000
Pearsall, Charlie	7/10/2006	Streets	Utility Worker	7/10/2006
Schneider, Bill	6/1/1998	Streets	Utility Worker	12/1/2007
Hendrickson, David	5/12/2008	Streets	Utility Worker	5/12/2008
Davis, Todd	7/21/2008	Streets	Utility Worker	7/21/2008
<b>Vacant</b>		Streets	Utility Worker	
Frost, James	7/17/2006	Streets	Utility Worker/Streets-Storm	1/1/2008
Whitely, Greg	3/5/1987	Traffic	Traffic Light Technician	3/1/1992
Greer, Andy	4/1/2002	Traffic	Traffic Light Technician	6/5/2006
Reister, Bud	1/8/1986	Water	Utility Worker	8/31/1992
Erickson, Dave	11/12/1991	Water	Utility Worker	9/1/1996
Sandland, Kevin	3/18/1999	Water	Utility Worker	3/18/1999
Weems, William	11/1/2003	Water	Utility Worker	12/1/2005
Fleming, Dean	7/6/1998	Water	Utility Worker	6/3/2008
Smith, Dennis	11/3/2008	Water	Utility Worker/Water-Storm	11/3/2008
Martinez, Arthur	5/11/2009	Water	Water Service Specialist	5/11/2009
Calhoun, Bob	10/1/1981	WWTP	WWTP Maintenance	3/25/1991

Walt, Devlin	9/24/2008	WWTP	WWTP Maintenance	9/24/2008
Brumback, Jim	2/9/1993	WWTP	WWTP Operator	2/9/1993
Reichert, Adam	2/13/1996	WWTP	WWTP Operator	2/13/1996
Moser, Pete	9/26/2000	WWTP	WWTP Operator	9/26/2000
Johanson, David	7/7/2008	WWTP	WWTP Operator	7/7/2008
Pipkin, Dale	1/5/1998	WWTP	WWTP Operator/Collections	1/5/1998
Ritter, Bob	5/12/1997	WWTP	WWTP Operator/Collections	2/3/1999
Landers, Katy	7/1/2005	WWTP	Lab Technician	7/1/2005